

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

BEIERSDORF, INC. and ALLIANZ
GLOBAL CORPORATE & SPECIALTY,

Plaintiffs,

vs.

C.H. ROBINSON INTERNATIONAL, INC.
d/b/a CHRISTAL LINES and YANG MING
MARINE TRANSPORT CORP.,

Defendants.

Civil File No. _____

COMPLAINT

Plaintiffs, as and for their Complaint against the above-named Defendants, state and allege as follows:

1. At and during all material times mentioned herein, Plaintiff Beiersdorf, Inc. (“Beiersdorf”) was and is now a corporation organized and existing by virtue of Delaware law with an office and principal place of business at 45 Danbury Road, Wilton, CT 06897.
2. At and during all material times mentioned herein, Plaintiff Allianz Global Corporate & Specialty (“AGCS”) was and is now a corporation organized and existing by virtue of California law with an office and principal place of business at 225 W. Washington Street, Suite 1800, Chicago, IL 60606.
3. At and during all material times mentioned herein, Defendant C.H. Robinson International, Inc. d/b/a CHRistal Lines (“CHRistal Lines”) was and now is a corporation or

other business entity organized and existing by virtue of Minnesota law with an office and principal place of business at 14701 Charlson Road, Eden Prairie, MN 55347.

4. At and during all material times mentioned herein, Defendant Yang Ming Marine Transport Corp. (“Yang Ming”) was and now is a corporation or other business entity organized and existing by virtue of foreign law with an office and principal place of business at 525 Washington Blvd, 25th Floor, Jersey City, NJ 07310.

5. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and this Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1333.

6. At all relevant times hereinafter mentioned, Plaintiff Beiersdorf was and now is a manufacturer and marketer of cosmetics and personal care products, while Plaintiff AGCS was the insurer of the shipment that is the subject of this lawsuit.

7. At all relevant times hereinafter mentioned, Defendants CHRistal Lines and Yang Ming (collectively “Defendants”) were and now are engaged in business as a third party logistics providers, freight forwarders, non-vessel operating common carriers, and/or common carriers of goods for hire, and owned, operated, controlled, managed, chartered or issued bills of lading for the common carriage of goods aboard certain ocean-going vessels to and from the United States.

8. In August 2010, there was delivered to Defendants in good order and condition and suitable in every respect for the intended transportation a shipment of personal care products (“the Cargo”), which Defendants received, accepted and agreed to transport for certain consideration from Antwerp, Belgium to Cincinnati, Ohio, pursuant to CHRistal Lines bill of

lading no. 1107-00040-01 and Yang Ming bill of lading no.YMLUT670041867, each dated January 24, 2011.

9. Thereafter, Defendants failed to deliver the Cargo in the same good order and condition to its destination.

10. By reason of the premises, Defendants were negligent in handling the Cargo, breached their contracts of carriage, breached their statutory and common-law duties and obligations as common carriers and bailees of the Cargo, and were otherwise at fault.

11. Plaintiffs bring this action on their own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in said shipment, as their respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

12. Plaintiffs have duly performed all duties, obligations, and conditions precedent to be performed on their part.

13. By reason of the premises, Plaintiffs have sustained damages as nearly as same can now be estimated, no part of which has been paid though duly demanded, in the total amount of \$144,066.44.

WHEREFORE, Plaintiffs Beiersdorf and AGCS pray:

1. That process in due form of law according to the practice of this Court may issue against Defendants, citing them to appear and answer the foregoing;

2. That a decree may be entered in favor of Plaintiffs against Defendants in the amount of \$144,066.44, together with interest and costs; and

3. For such other relief as this Court may deem just and proper.

Dated: St. Paul, Minnesota
January 27, 2012

LAW OFFICES OF DELIN QU
Attorneys for Plaintiffs

By: /s/ Delin Qu

Delin Qu (#0240369)
970 Raymond Ave, Suite G-60
St. Paul, Minnesota 55114
Tel: (651) 494-0300
Fax: (651) 494-0303